

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 33310 11784808		PAGE 1 OF 36	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00167-01-Q-0549	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BRIAN WHITE		b. TELEPHONE NUMBER (No Collect Calls) 301-227-1867 301-227-1847 (FAX)		6. SOLICITATION ISSUE DATE 01-AUG-97 8. OFFER DUE DATE/LOCAL TIME 01-SEP-10/ 0200 PM	
9. ISSUED BY CONTRACTING OFFICER NSWC CARDEROCK DIVISION 9500 MACARTHUR BLVD. W BETHESDA MD 20817-5700 ATTN: BRIAN WHITE 301-227-1867				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CARDEROCK DIVISION NAVAL SURFACE WARFARE CENTER 9500 MACARTHUR BLVD W BETHESDA MD 20817-5700 ATTN: CUSTOMER SERVICE BRANCH 3331				16. ADMINISTERED BY CODE N00167			
17. CONTRACTOR OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO. 0001		20. SCHEDULE OF SUPPLIES/SERVICES REQN. NO. 33310 /11784808 ITEM NAME: COMMERCIAL CELLULAR TELEPHONE EQUIPMENT AND SERVICES. ANY AWARD(S) MADE AS A RESULT OF THIS SOLICITATION WILL BE ON (Attach Additional Sheets as Necessary)		21. QUANTITY 1		22. UNIT EA	
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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ITEM	SECTION B SUPPLIES/SERVICES SUPPLIES/SERVICES (CONTINUED) A BEST VALUE TO THE GOVERNMENT BASIS IN ACCORDANCE WITH THE EVALUATION FACTORS INCLUDED IN THE ATTACHED STATEMENT OF WORK.	QUANTITY	UI	U-PRICE	AMOUNT	

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<p>SECTION F TIME OF DELIVERY</p> <p>DELIVERIES SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS</p> <table border="1"> <thead> <tr> <th data-bbox="305 401 367 422">ITEM</th> <th data-bbox="516 401 634 422">QUANTITY</th> <th data-bbox="753 401 1008 422">DELIVERY REQUIRED</th> </tr> </thead> <tbody> <tr> <td data-bbox="277 443 334 464">0001</td> <td data-bbox="561 443 618 464">1 EA</td> <td data-bbox="740 443 870 464">02-SEP-30</td> </tr> </tbody> </table> <p>52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2001)</p> <p>(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--(1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.</p> <p>(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.</p> <p>(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.</p> <p>(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.</p> <p>(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.</p> <p>(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the</p>					ITEM	QUANTITY	DELIVERY REQUIRED	0001	1 EA	02-SEP-30
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<p>cessation of such occurrence.</p> <p>(g) <u>Invoice</u>. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--</p> <p>(1) Name and address of the Contractor;</p> <p>(2) Invoice date;</p> <p>(3) Contract number, contract line item number and, if applicable, the order number;</p> <p>(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(6) Terms of any prompt payment discount offered;</p> <p>(7) Name and address of official to whom payment is to be sent; and</p> <p>(8) Name, title, and phone number of person to be notified in event of defective invoice.</p> <p>Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.</p> <p>(h) <u>Patent indemnity</u>. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.</p> <p>(i) <u>Payment</u>. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.</p> <p>(j) <u>Risk of loss</u>. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:</p> <p>(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or</p> <p>(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.</p> <p>(k) <u>Taxes</u>. The contract price includes all applicable Federal, State, and local taxes and duties.</p> <p>(l) <u>Termination for the Government's convenience</u>. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of</p> <p style="text-align: right;">In accordance with C10 of SOW</p>				

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<p> the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided. </p> <p> (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience. </p> <p> (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession. </p> <p> (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. </p> <p> (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items. </p> <p> (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract. </p> <p> (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity. </p> <p> (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: </p> <ol style="list-style-type: none"> (1) The schedule of supplies/services. (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause. (3) The clause at 52.212-5. (4) Addenda to this solicitation or contract, including any license agreements for computer software. (5) Solicitation provisions if this is a solicitation. (6) Other paragraphs of this clause. (7) The Standard Form 1449. (8) Other documents, exhibits, and attachments. (9) The specification. <p> 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2001) </p>				

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<p>(DEVIATION)</p> <p>(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:</p> <p>(1) 52.222-3, Convict Labor (E.O. 11755).</p> <p>(2) 52.233-3, Protest after Award (31 U.S.C. 3553).</p> <p>(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:</p> <p>[Contracting Officer shall check as appropriate.]</p> <p><input checked="" type="checkbox"/> (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).</p> <p><input type="checkbox"/> (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).</p> <p><input type="checkbox"/> (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).</p> <p><input type="checkbox"/> (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).</p> <p><input type="checkbox"/> (ii) Alternate I to 52.219-5.</p> <p><input type="checkbox"/> (iii) Alternate II to 52.219-5.</p> <p><input checked="" type="checkbox"/> (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).</p> <p><input checked="" type="checkbox"/> (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d) (4)).</p> <p><input type="checkbox"/> (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637 (a) (14)).</p> <p><input type="checkbox"/> (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).</p> <p><input type="checkbox"/> (ii) Alternate I of 52.219-23.</p> <p><input type="checkbox"/> (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).</p> <p><input type="checkbox"/> (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).</p> <p><input checked="" type="checkbox"/> (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).</p> <p><input checked="" type="checkbox"/> (12) 52.222-26, Equal Opportunity (E.O. 11246).</p> <p><input checked="" type="checkbox"/> (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).</p> <p><input type="checkbox"/> (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).</p> <p><input checked="" type="checkbox"/> (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).</p> <p><input type="checkbox"/> (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).</p> <p><input type="checkbox"/> (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962 (c) (3) (A) (ii)).</p> <p><input type="checkbox"/> (ii) Alternate I of 52.223-9 (42 U.S.C. 6962 (i) (2) (C)).</p> <p><input type="checkbox"/> (18) 52.225-1, Buy American Act--Balance of Payments</p>				

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Program--Supplies (41 U.S.C. 10a-10d).

- ___ (19) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I of 52.225-3.
- ___ (iii) Alternate II of 52.225-3.
- ___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- xx** (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- xx** (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (ii) Alternate I of 52.247-64.

___ (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.) (Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-00006)).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

___ (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

___ (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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<p>(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.</p> <p>(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.</p> <p>(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--</p> <ul style="list-style-type: none"> (1) 52.222-26, Equal Opportunity (E.O. 11246); (2) 52.222-35, Affirmative Action for Disabled Veterans and veterans of the Vietnam Era (38 U.S.C. 4212); (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.). <p>252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)</p> <p>(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416). <input type="checkbox"/> 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304). <input checked="" type="checkbox"/> 252.219-7003 Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637). <input checked="" type="checkbox"/> 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). <input type="checkbox"/> 252.225-7007 Buy American Act-Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). <input checked="" type="checkbox"/> 252.225-7012 Preference for Certain Domestic Commodities. <input type="checkbox"/> 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note). <input type="checkbox"/> 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note). <input type="checkbox"/> 252.225-7016 Restriction on Acquisition of Ball and 				

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<p> Roller Bearings (___ Alternate I) (Section 8064 of Pub. L. 106-259). ___ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). ___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779). ___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755). ___ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)). ___ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (___ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). xx 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320). ___ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321). xx 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410). ___ 252.247-7023 Transportation of Supplies by Sea (___ Alternate I) (___ Alternate II) (10 U.S.C. 2631). ___ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631). (b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract: 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note). 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631). 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000) (a) Definitions. As used in this clause- (1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD. (2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities. (3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern. (4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed. (b) (1) By submission of an offer, the offeror acknowledges </p>				

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<p>the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.</p> <p>(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.</p> <p>(3) Lack of registration in the CCR database will make an offeror ineligible for award.</p> <p>(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.</p> <p>(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.</p> <p>(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr2000.com.</p> <p>52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)</p> <p>(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.</p> <p>(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--</p> <ol style="list-style-type: none"> (1) The solicitation number; (2) The time specified in the solicitation for receipt of offers; (3) The name, address, and telephone number of the offeror; (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary; (5) Terms of any express warranty; (6) Price and any discount terms; (7) "Remit to" address, if different than mailing address; (8) A completed copy of the representations and certifications at FAR 52.212-3; (9) Acknowledgment of Solicitation Amendments; (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and 			

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<p>other relevant information); and</p> <p>(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.</p> <p>(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.</p> <p>(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.</p> <p>(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.</p> <p>(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.</p> <p>(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--</p> <p>(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or</p> <p>(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or</p> <p>(C) If this solicitation is a request for proposals, it was the only proposal received.</p> <p>(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.</p> <p>(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.</p> <p>(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation</p>			

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<p>or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.</p> <p>(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.</p> <p>(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.</p> <p>(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.</p> <p>(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--</p> <p style="margin-left: 40px;">GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW Washington, DC 20407</p> <p style="margin-left: 40px;">Telephone (202) 619-8925 Facsimile (202) 619-8978.</p> <p>(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.</p> <p>(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--</p> <p style="margin-left: 40px;">Department of Defense Single Stock Point (DoDSSP) Building 4, Section D 700 Robbins Avenue Philadelphia, PA 19111-5094</p>				

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<p>Telephone (215) 697-2667/2179 Facsimile (215) 697-1462.</p> <p>(i) Automatic distribution may be obtained on a subscription basis.</p> <p>(ii) Order forms, pricing information, and customer support information may be obtained--</p> <p>(A) By telephone at (215) 697-2667/2179; or</p> <p>(B) Through the DoDSSP Internet site at http://assist.daps.mil.</p> <p>(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.</p> <p>(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.customerservice.dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.</p> <p>52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (MAY 2001)--ALTERNATE I (OCT 2000) AND ALTERNATE III (OCT 2000)</p> <p>(a) Definitions. As used in this provision:</p> <p>"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.</p> <p>"Forced or indentured child labor" means all work or service--</p> <p>(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or</p> <p>(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.</p> <p>"Service-disabled veteran-owned small business concern"--</p> <p>(1) Means a small business concern--</p> <p>(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and</p> <p>(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.</p> <p>(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).</p> <p>"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this</p>				

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solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

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<p>(5) Common parent.</p> <p><input type="checkbox"/> Offeror is not owned or controlled by a common parent;</p> <p><input type="checkbox"/> Name and TIN of common parent:</p> <p> Name _____</p> <p> TIN _____</p> <p>(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.</p> <p>(1) Small business concern. The offeror represents as part of its offer that it <input type="checkbox"/> is, <input type="checkbox"/> is not a small business concern.</p> <p>(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it <input type="checkbox"/> is, <input type="checkbox"/> is not a veteran-owned small business concern.</p> <p>(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it <input type="checkbox"/> is, <input type="checkbox"/> is not a service-disabled veteran-owned small business concern.</p> <p>(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it <input type="checkbox"/> is, <input type="checkbox"/> is not a small disadvantaged business concern as defined in 13 CFR 124.1002.</p> <p>(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it <input type="checkbox"/> is, <input type="checkbox"/> is not a women-owned small business concern. Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.</p> <p>(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it <input type="checkbox"/> is a women-owned business concern.</p> <p>(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:</p> <p>_____</p> <p>(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]</p> <p>(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it <input type="checkbox"/> is, <input type="checkbox"/> is not an emerging small business.</p> <p>(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:</p>				

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(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American.
☐ Hispanic American.
☐ Native American (American Indians, Eskimos, Aleuts,

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<p>or Native Hawaiians).</p> <p>Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).</p> <p>Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).</p> <p>Individual/concern, other than one of the preceding.</p> <p>(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that-</p> <p>(i) It <input type="checkbox"/> is, <input type="checkbox"/> is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and</p> <p>(ii) It <input type="checkbox"/> is, <input type="checkbox"/> is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]</p> <p>Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.</p> <p>(d) Representations required to implement provisions of Executive Order 11246--</p> <p>(1) Previous contracts and compliance. The offeror represents that--</p> <p>(i) It <input type="checkbox"/> has, <input type="checkbox"/> has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and</p> <p>(ii) It <input type="checkbox"/> has, <input type="checkbox"/> has not filed all required compliance reports.</p> <p>(2) Affirmative Action Compliance. The offeror represents that--</p> <p>(i) It <input type="checkbox"/> has developed and has on file, <input type="checkbox"/> has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or</p> <p>(ii) It <input type="checkbox"/> has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.</p> <p>(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.</p>				

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(f) Buy American Act--Balance of Payments Program Certificate.
(Applies only if the clause at Federal Acquisition Regulation
(FAR) 52.225-1, Buy American Act--Balance of Payments Program--
Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those
listed in paragraph (f)(2) of this provision, is a domestic end
product as defined in the clause of this solicitation entitled
"Buy American Act--Balance of Payments Program--Supplies" and
that the offeror has considered components of unknown origin to
have been mined, produced, or manufactured outside the United
States. The offeror shall list as foreign end products those
end products manufactured in the United States that do not
qualify as domestic end products.

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with
the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--
Israeli Trade Act--Balance of Payments Program Certificate.
(Applies only if the clause at FAR 52.225-3, Buy American Act--
North American Free Trade Agreement--Israeli Trade Act--Balance
of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those
listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision,
is a domestic end product as defined in the clause of this
solicitation entitled "Buy American Act--North American Free
Trade Agreement--Israeli Trade Act--Balance of Payments Program"
and that the offeror has considered components of unknown origin
to have been mined, produced, or manufactured outside the United
States.

(ii) The offeror certifies that the following supplies are
NAFTA country end products or Israeli end products as defined in
the clause of this solicitation entitled "Buy American Act--North
American Free Trade Agreement--Israeli Trade Act--Balance of
Payments Program":

NAFTA Country or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign
end products (other than those listed in paragraph (g)(1)(ii) of
this provision) as defined in the clause of this solicitation
entitled "Buy American Act--North American Free Trade Agreement--
Israeli Trade Act--Balance of Payments Program." The offeror
shall list as other foreign end products those end products
manufactured in the United States that do not qualify as domestic
end products.

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____

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NAME OF OFFEROR OR CONTRACTOR

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (q)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (4) (ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No

Country of Origin

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101	CONTINUATION SHEET	REF. NO. OF DOC. BEING CONTINUED N0016701Q0549	PAGE 20	OF 36
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<p style="text-align: center;">(List as necessary)</p> <p>(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.</p> <p>(h) Note: This paragraph (h) was stayed indefinitely by the Federal Acquisition Circular (FAC) 97-24 interim rule published in the Federal Register (66 FR 17754) on April 3, 2001 (please use paragraph (i) below). Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that--</p> <p>(1) The offeror and/or any of its principals <input type="checkbox"/> are, <input type="checkbox"/> are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;</p> <p>(2) <input type="checkbox"/> Have, <input type="checkbox"/> have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;</p> <p>(3) <input type="checkbox"/> are, <input type="checkbox"/> are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and</p> <p>(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), <input type="checkbox"/> has <input type="checkbox"/> has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--</p> <p>(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or</p> <p>(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or</p> <p>(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.</p> <p>(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer.</p> <p>(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--</p> <p>(1) The offeror and/or any of its principals <input type="checkbox"/> are, <input type="checkbox"/> are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and</p> <p>(2) <input type="checkbox"/> Have, <input type="checkbox"/> have not, within a three-year period preceding this offer, been convicted of or had a civil judgment</p>				

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1 16.101	CONTINUATION SHEET	REF. NO. OF DOC. BEING CONTINUED N0016701Q0549	<table border="1"> <tr> <td>PAGE</td> <td>OF</td> </tr> <tr> <td>21</td> <td>36</td> </tr> </table>	PAGE	OF	21	36
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NAME OF OFFEROR OR CONTRACTOR							
<p>rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.</p> <p>(j) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]</p> <p>(1) Listed end products.</p> <p>Listed End Product</p> <hr/> <hr/> <p>Listed Countries of Origin</p> <hr/> <hr/> <p>(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]</p> <p>[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.</p> <p>[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.</p> <p>(End of provision)</p>							

52.216-18 - Ordering.**Ordering (Oct 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through 15 months thereafter.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 -- Order Limitations.**Order Limitations (Oct 1995)**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$25.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --
- (1) Any order for a single item in excess of \$5,000.00;
 - (2) Any order for a combination of items in excess of \$500,000.00; or
 - (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (End of Clause)

52.216-22 -- Indefinite Quantity.**Indefinite Quantity (Oct 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last order is placed within the ordering period.

(End of Clause)

52.217-9 -- Option to Extend the Term of the Contract.

Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed of 5 years.

(End of Clause)

**NSWC Carderock Division
Cellular Telephone Equipment and Services
Section B – Schedule**

<u>CLIN Number</u>	<u>CLIN Item</u>	<u>Quantity</u>	<u>Unit of Issue</u>	<u>Unit Price</u>	<u>Total</u>
BASE PERIOD OF PERFORMANCE: EFFECTIVE DATE OF THE CONTRACT THROUGH 15 MONTHS THEREAFTER					
0001	STANDARD PLAN in accordance with SOW Sec. C.5	700	Plans		
0002	STANDARD PLAN Including Web/Modem Access, in accordance with SOW Sec. C.5	300	Plans		
0003	ADDITIONAL MINUTES in accordance with SOW Sec. C.5	100,000	Mins		
0004	CELLULAR PHONE* in accordance with SOW Sec.C.5	1000	Ea		
0005	PAGERS and SERVICE in accordance with SOW Sec. C.8	800	Plans		
0006	ELECTRONIC INVOICING in accordance with SOW Sec. C.9	Monthly	NSP	NSP	

* If phone price, CLIN 0004, is included in Standard Plan under CLIN 0001 and/or CLIN 0002, please insert "NSP", Not Separately Priced.

OPTION YEAR 1Period of Performance – Effective date of exercise of option through 12 months thereafter

0007	STANDARD PLAN in accordance with SOW Sec. C.5	700	Plans
0008	STANDARD PLAN Including Web/Modem Access, in accordance with SOW Sec. C.5	300	Plans
0009	ADDITIONAL MINUTES in accordance with SOW Sec. C.5	100,000	Mins
0010	CELLULAR PHONE* in accordance with SOW Sec.C.5	1000	Ea
0011	PAGERS and SERVICE in accordance with SOW Sec. C.8	800	Plans
0012	ELECTRONIC INVOICING in accordance with SOW Sec. C.9	Monthly	NSP

* If phone price, CLIN 0010, is included in Standard Plan under CLIN 0007 and/or CLIN 0008, please insert "NSP", Not Separately Priced.

OPTION YEAR 2Period of Performance – Effective date of exercise of option through 12 months thereafter

0013	STANDARD PLAN in accordance with SOW Sec. C.5	700	Plans
0014	STANDARD PLAN Including Web/Modem Access, in accordance with SOW Sec. C.5	300	Plans
0015	ADDITIONAL MINUTES in accordance with SOW Sec. C.5	100,000	Mins
0016	CELLULAR PHONE* in accordance with SOW Sec.C.5	1000	Ea
0017	PAGERS and SERVICE in accordance with SOW Sec. C.8	800	Plans
0018	ELECTRONIC INVOICING in accordance with SOW Sec. C.9	Monthly	NSP

* If phone price, CLIN 0016, is included in Standard Plan under CLIN 0013 and/or CLIN 0014, please insert “NSP”, Not Separately Priced.

OPTION YEAR 3Period of Performance – Effective date of exercise of option through 12 months thereafter

0019	STANDARD PLAN in accordance with SOW Sec. C.5	700	Plans
0020	STANDARD PLAN Including Web/Modem Access, in accordance with SOW Sec. C.5	3	Plans
0021	ADDITIONAL MINUTES in accordance with SOW Sec. C.5	100,000	Mins
0022	CELLULAR PHONE* in accordance with SOW Sec.C.5	1000	Ea
0023	PAGERS and SERVICE in accordance with SOW Sec. C.8	800	Plans
0024	ELECTRONIC INVOICING in accordance with SOW Sec. C.9	Monthly	NSP

* If phone price, CLIN 0022, is included in Standard Plan under CLIN 0019 and/or CLIN 0020, please insert "NSP", Not Separately Priced.

OPTION YEAR 4Period of Performance – Effective date of exercise of option through 12 months thereafter

0025	STANDARD PLAN in accordance with SOW Sec. C.5	700	Plans
0026	STANDARD PLAN Including Web/Modem Access, in accordance with SOW Sec. C.5	300	Plans
0027	ADDITIONAL MINUTES in accordance with SOW Sec. C.5	100,000	Mins
0028	CELLULAR PHONE* in accordance with SOW Sec.C.5	1000	Ea
0029	PAGERS and SERVICE in accordance with SOW Sec. C.8	800	Plans
0030	ELECTRONIC INVOICING in accordance with SOW Sec. C.9	Monthly	NSP

* If phone price, CLIN 0028, is included in Standard Plan under CLIN 0025 and/or CLIN 0026, please insert "NSP", Not Separately Priced.

NSWC Carderock Division
Cellular Telephone and Pager Equipment and Services
Section C – Statement of Work

NOTE: REQUIREMENT SHALL START 1 OCTOBER 2001

C.1 Introduction

This statement of work is intended to provide the Naval Surface Warfare Center Carderock Division (NSWCCD) with cellular telephone and pager equipment, related accessories and services.

C.2 Objectives

The two primary objectives of this acquisition are to: (1) acquire cellular telephone and pager equipment and services that are sufficient to meet users needs in a cost effective manner at various geographic locations throughout the United States, and (2) establish a contract that reflects a strong commitment to customer service and provides for a streamlined method for invoicing administration. It is the intention of NSWCCD to make an award(s) based on best value to the Government. NSWCCD reserves the right to award multiple contracts depending on factors such as cost, flexibility and service coverage.

C.3 Scope

NSWCCD requires a contract, which covers the equipment and services, stated in Section B of this solicitation. Recent history shows the need for approximately 800 phones (25% at Carderock, 60% at Philadelphia, 15% at other sites listed in paragraph C.4) using approximately 160,000 (order of magnitude average estimate of highly variable usage pattern) air-time minutes per month in total. Equipment required is mobile cellular telephones, pagers, accessories and all related items. Services required are: airtime, paging, and other specialized services available for use with cellular telephone and pager equipment and accessories.

C.4 Service Coverage

The Contractor shall provide products and services to users located in the contiguous United States, and optional services outside of this area, including Alaska, Hawaii and international areas on an as-required basis. The Contractor may offer sub-contractors as necessary to provide the services required by this statement of work. The following is a list of applicable NSWCCD locations (with postal zip codes):

Carderock, MD (20817); Philadelphia, PA (19112); Suffolk, VA (23435); Cape Canaveral, FL (32920); Dania, FL (33004)

The Contractor shall provide cellular telephone and paging services through networks supporting public service offerings, including normal security features. The Contractor shall indicate for each of the above areas whether service will be provided as a prime Contractor home area, as a sub-contracted home area, or how it will otherwise be provided, with any service area gaps identified. Home area service is requested to be

provided to the maximum extent possible at the locations specified where NSWCCD has a permanent facility as listed above.

C.5 CLIN 0001, 0007, 0013, 0019, 0025 Standard Plan

Requires a single rate/one rate standard plan for all phones to accommodate variable levels of use across a wide range of users from occasional to frequent. The Contractor shall include features such as but not limited to:

- Standard phone that is fully featured to meet all user's needs by supporting all required service capabilities, including phone number directory memory, headset capability, dual battery, internet browser, and vibrating alert
- Standard number of minutes shall be 500
- Caller ID
- Voice Mail
- Call Forwarding
- Call Waiting
- Conference Calling
- Paging
- Minutes pool to minimize charges for unused minutes for one user while paying for extra minutes for another user in the same period
- Optional accessories, which should be equal to or better value than those offered to commercial customers
- Programming of cellular telephone devices, in conformance with the cellular services furnished by the Contractor
- Documentation covering user instructions and other pertinent operational data.
- On-line and/or telephone customer service support services to the maximum extent possible, preferably 24 hours per day, seven days per week. A toll free number or other no-cost access shall be provided for users to contact customer service. Customer service support shall include user assistance in areas such as, but not limited to: services information, equipment and features selection and operation, coverage and roaming information, trouble reporting, after working hours lost or stolen equipment reporting, warranties and exchange policies.
- Shipment of equipment for delivery orders to the specified delivery address within five business days after receipt of the service request. Alternatively, when requested, by the NSWCCD authorized ordering official, the Contractor shall have equipment ready for pick-up within one working day after receipt of delivery order.
- Equipment and service transfers between users, with notification to the Contractor by NSWCCD authorized ordering officials
- Prices that include all FCC and management charges

C.5.1 Management of Operations

The Contractor shall designate one overall Point-of Contact (POC), and one or more specific POC(s) for customer service, for ordering and for invoicing. The POC(s) will be expected to coordinate with their NSWCCD counterparts on an as-required, day-to-day basis to conduct normal business and address emergent issues. In addition, the POC(s) shall meet with their NSWCCD counterparts periodically (as requested by NSWCCD or the Contractor, but normally on a quarterly basis), to review overall contract performance and to address any emergent broad issues.

C.5.2 Service/Equipment Requests

The Contractor shall provide an on-line and/or telephonic system for the administration and processing of delivery orders, and for tracking order status. Authorized NSWCCD ordering officials as designated in writing for the Contracting Officer, will submit delivery orders for initiating, adding, changing, or terminating service and/or equipment. The Contractor shall be responsible for providing a process and directing and accomplishing all tasks associated with processing the delivery order. The Contractor shall enable NSWCCD to issue delivery orders to the Contractor on-line and /facsimile, mail, e-mail or during a meeting. The Contractor shall provide the ability to authorize NSWCCD ordering officials to submit bulk delivery orders for multiple equipment or services via a single delivery order. The Contractor shall permit NSWCCD to initiate, modify, and cancel delivery orders, as well as to track the status of delivery orders.

C.6 CLIN 0002, 0008, 0014, 0020, 0026 Standard Plan (Including Web/Modem Access)

Shall be in accordance with C.5 above, and in addition, shall provide web access and modem capability.

C.7 CLIN 0003, 0009, 0015, 0021, 0027 Additional Minutes

Requires additional anytime/anywhere minutes in the event the monthly total pool maximum is exceeded.

C.8 CLIN 0004, 0010, 0016, 0022, 0028 Cellular Phone*

See paragraph C.5 for requirements of cellular phone. If cellular phone is included within the standard plan, insert Not Separately Priced (NSP) in Section B for these CLINS.

C.9 CLIN 0005, 0011, 0017, 0023, 0029 Pagers and Service

Requires a standard single-rate plan for pager services to include appropriate equipment to accommodate variable levels of use across a wide range of users from occasional to frequent. The Contractor shall include service features such as but not limited to:

- Toll free access
- Voice mail
- Inclusion of calls made from pay phones
- Choice of vibrate or sound activation
- Management fees
- FCC fees

- Web enabled messaging

C.10 CLIN 0006, 0012, 0018, 0024, 0030 Electronic Invoicing

Requires electronic billing as an included requirement. The Contractor shall submit a monthly electronic invoice, which includes summary cost data and call detail records. The Contractor will establish procedures for resolving billing disputes, providing periodic traffic and revenue forecasts, and maintaining billing data for access by NSWCCD.

The Contractor shall utilize an automated system that permits flexibility via such capabilities as aggregation, customized formatting and layouts, and analysis and report capability, so as to permit NSWCCD to specify invoice set-up and appearance. The invoice shall consolidate all charges into one invoice, and shall be submitted electronically, such as via the Internet, Compact Disk (CD) or electronic file transfer. Invoice data file shall be de-limited ASCII text, or a spreadsheet file or a database file (not just a print file or image) to facilitate NSWCCD capability to manipulate the data and upload it to an Intranet.

C.10.1 Invoice Summary

The Contractor shall ensure that the summary section of the invoice contains, at a minimum, the following information:

- (a) Name and address of the Contractor
- (b) Name, title, phone number and mailing address of the Contractor's representative for questions
- (c) Contract information-contact number and delivery order number
- (d) Invoice number
- (e) Period of time covered by the invoice
- (f) Total invoice amount
- (g) Balance due
- (h) Billing adjustments (other charges and credits) with explanation
- (i) Cumulative total and past due balances

C.10.2 Detail Records

Cellular call detail records shall include, as applicable, but not be limited to:

- (a) Date
- (b) Time
- (c) Call type description (incoming or outgoing)
- (d) Area code and number of called party
- (e) Designation as peak or off-peak call
- (f) Recurring and non-recurring charge amounts by type
- (g) Indication of local or roaming call
- (h) Serving area where charges accrued
- (i) Account code/Hierarchy
- (j) Order identification number where applicable

C.10.3 Invoice Adjustments

The Contractor shall provide NSWCCD a monthly detailed breakdown of credit and debit billing adjustments. The Contractor shall ensure that all invoice debits and credits, including associated taxes, are distributed on the invoice, are shown at the proper hierarchy level, and include the associated account code and order identification number. The Contractor shall process all adjustments on an invoice. No separate rebates are allowed.

C.10. 4 Payment of Invoice

The Contractor shall charge for all services or equipment within the next available billing cycle after the services were rendered or the equipment was delivered. All charges not submitted within three billing cycles shall be borne by the Contractor, without recourse, unless a request for an extension is approved in writing by the Contracting Officer within this three-billing cycle window.

C.10.5 Invoice Balances

The Contractor shall maintain records of the current status of all financial accounts and support NSWCCD inquiries to ensure mutual agreement as to account balances.

C.10.6 Invoice Disputes

The Contractor shall resolve invoice disputes to the satisfaction of NSWCCD within 30 calendar days. In extenuating circumstances, the Contractor may submit a request for extension, for an additional 30 calendar days, to the Contracting Officer for approval. The Contractor shall automatically give NSWCCD full credit for a dispute having a dollar value of less than \$5.00.

Evaluation Factors

PLEASE NOTE: if unit prices for any CLIN item include additional supplies or services over an above the government's minimum requirement as stated in Section C, please notate these additions within your technical proposal per CLIN.

Please include three (3) copies each of the technical proposal.

Proposals received will be evaluated on a best value basis. The following factors will be used in determining which proposal is the best value to the Government. The factors are listed in descending order of importance.

The Contractor shall submit a detailed technical proposal discussing:

FACTOR 1**Implementation of service by the contract start date (October 1, 2001) -**

Discuss how services will be initiated in a timely manner to transition services with minimal or no interruption to users. This factor shall also address any special actions required during the first 60 days of the performance period, such as training or

other on-time actions. Discuss how equipment will be delivered

FACTOR 2

- **Service Plans and Equipment** - Describe in this factor how you will meet the performance requirements including service, plan for pooling minutes and equipment specifics that enable evaluators to clearly understand how you will provide the desired capabilities and flexibility.

FACTOR 3

- **Invoice Processing** - Describe in this factor how you will meet the invoice processing requirements, including providing an actual example of the media/format of the proposed monthly electronic invoice.

FACTOR 4

- **Service Coverage** - Describe in this factor how you will meet the requirements of paragraphs C.4, including coverage analysis by stipulated zip codes (showing extent of home service, as well as sub-contractors and gaps, if any of either).

FACTOR 5

- **Management and Operations and Service** - Describe in this factor how you will meet the requirements of management of operations and service/equipment requests.

FACTOR 6

- **Past Performance** - Include within this factor brief descriptions of up to three recent comparable contracts, including points-of-contact and phone numbers.

Cost/Price – Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for fair and reasonableness utilizing price analysis. If cost analysis is required, the government may request a breakdown of costs for each CLIN item in Section B.

Total cost will be calculated for each offeror by taking the maximum quantity under each CLIN and multiplying that quantity by its unit price. All CLIN totals will then be added to reach a total Firm Fixed Price of the contract. This includes the base portion of the contract and its options.